

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

(FILED: December 5, 2022)

LAURIE A. CRONAN,

Plaintiff,

v.

JOHN J. CRONAN,

Defendant.

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C.A. No. PC-2022-01255

DECISION

TAFT-CARTER, J. Before the Court for decision is Laurie A. Cronan’s (hereinafter Plaintiff) Motion to Disqualify Attorney William J. Lynch, his law firm WJ Lynch Law, Attorney Stacey P. Nakasian, and her law firm Duffy & Sweeney, Ltd. from representing her former husband, John J. Cronan (hereinafter Defendant) in the instant lawsuit. Jurisdiction is pursuant to G.L. 1956 § 8-2-14 and Rules 1.9, 1.10, and 1.18 of the Rhode Island Rules of Professional Conduct.

I

Facts and Travel

In the instant motion, Plaintiff seeks to disqualify Defendant’s counsel—Attorney Lynch and Attorney Nakasian—alleging that each attorney has a conflict of interest. The Plaintiff alleges that the attorneys’ prior interactions with her constitute an attorney-client relationship requiring mandatory disqualification. Plaintiff’s Motion to Disqualify is based on three alleged interactions involving Attorney Lynch and one involving Attorney Nakasian. These instances are discussed in greater detail in the Analysis section, *infra*. The general facts and travel of this case are as follows.

The Defendant became a client of Attorney Lynch in the mid-1990s, when he represented the Defendant in the context of a divorce from his first wife. (Hr’g Tr. (Sept. 22 Tr.) 6:13-15, Sept. 22, 2022.) Attorney Lynch did not represent Defendant again until 2017, when he represented him in a petition to terminate the alimony payments. *Id.* at 7:2-13. In the interceding years, Defendant married Plaintiff on July 4, 2006, and, until 2017, the couple was happily married. (Hr’g Tr. (Sept. 13 Tr.) 12:6-22, Sept. 13, 2022.)

In late 2017, Plaintiff alleges that Defendant began to withdraw from the relationship and became verbally abusive toward the Plaintiff. (Compl. ¶¶ 4-5.) She further alleges that this verbal abuse escalated into physical abuse in 2019. *Id.* ¶¶ 11-12. As a result, Plaintiff asked Defendant for a divorce in July 2019. (Sept. 13 Tr. 38:14-15.)

The parties attempted to negotiate a property settlement agreement in an effort to avoid the involvement of attorneys and to save money in the divorce. *Id.* at 38:18-23. They eventually agreed that in return for Plaintiff’s discretion regarding the reasons for the divorce, the couple would divide their assets equally. *Id.* at 39:9-40:12. Defendant suggested that Attorney Lynch prepare the property settlement agreement on their behalf. *Id.* at 40:11-12. Shortly thereafter, the parties attempted reconciliation. *Id.* at 40:21-24.

The attempted reconciliation failed, and, in February 2020, the Plaintiff asked Defendant for a divorce. *Id.* at 40:25-41:11. The parties again attempted to reach a property settlement in order to avoid costs and save time. *Id.* at 42:1-7. To that end, Defendant retained Attorney Lynch to reduce their agreement to writing and file the divorce pleading. *Id.* at 42:24-43:16. This time the parties were unable to reach an agreement, and, on July 7, 2020, Defendant, represented by Attorney Lynch, filed a complaint for divorce. *See* Sept. 22 Tr. 53:12-23; 62:4-5.

From that point, the divorce quickly became contested. (Sept. 13 Tr. 67:2-7.) Plaintiff retained Attorney Timothy Conlon, *see id.* at 28:9-10, who, by letter, requested that Attorney Lynch withdraw from the case due to his alleged conflict of interest. *See* Sept. 22 Tr. 70:9-16. Attorney Lynch declined to withdraw. *Id.* at 70:13. A motion to disqualify Attorney Lynch was not filed. *Id.* at 70:19-23. Nevertheless, in November 2020, Plaintiff filed a complaint with the Rhode Island Supreme Court Disciplinary Board (Disciplinary Board), *pro se*, requesting that Attorney Lynch be disqualified from representing Defendant in the parties' divorce proceeding. *See* Def.'s Mem. Ex. A; Sept. 22 Tr. 72:2-11. Attorney Lynch filed an answer to her complaint denying he represented Plaintiff. *See generally* Pl.'s Ex. 12. While this disciplinary complaint was pending in the spring of 2021, Plaintiff obtained new counsel, Attorney Evan Kirshenbaum. (Sept. 13 Tr. 28:17-19.) On August 11, 2021, the screening panel of the Disciplinary Board voted to dismiss the ethics complaint. (Def.'s Mem. Ex. H.) Following the dismissal, Plaintiff again filed a complaint with the Disciplinary Board. (Def.'s Mem. Ex. C; Sept. 22 Tr. 72:2-11.) This complaint was dismissed on January 14, 2022. (Def.'s Mem. Ex. G.)

The divorce eventually culminated in a trial that spanned several days. (Sept. 13 Tr. 67:12-15.) During the trial, Plaintiff testified extensively regarding details of Defendant's alleged abuse. *See Cronan v. Cronan*, No. PC-2020-2673, May 3, 2022, Ballirano, Mag. She further testified that she disclosed the alleged abuse to at least three journalists. *See id.* On May 3, 2022, General Magistrate Ballirano issued a decision in the divorce. *See id.* Plaintiff is currently appealing that decision. (Sept. 13 Tr. 12:15-17.)

In January 2022, before the parties' divorce was finalized, Plaintiff contacted Attorney Nakasian seeking to retain her to instigate legal action against Defendant, her former financial advisors, and Attorney Lynch for fraud. *See* Pl.'s Ex. 13. During their initial phone call on January

20, 2022, Attorney Nakasian discovered a conflict of interest preventing her from representing Plaintiff, and all communication ended. (Hr’g Tr. (Sept. 14 Tr.) 14:5-11; 15:2-3, Sept. 14, 2022.)

On March 3, 2022, Plaintiff initiated the instant action against Defendant alleging assault, battery, and false imprisonment based on the abuse that occurred in their marital home between 2019 and 2020. *See* Compl. ¶¶ 8-16. In the spring of 2022, Attorney Lynch and Attorney Nakasian entered their appearances on behalf of Defendant in the instant action. *See* Docket. Shortly thereafter, Plaintiff moved to disqualify both attorneys. *See generally* Pl.’s Mem. The Court subsequently held an evidentiary hearing on Plaintiff’s Motion to Disqualify that spanned four days. The Court now renders its decision.

II

Standard of Review

There is no express standard of review in Rhode Island for a motion to disqualify an attorney. The proponent, however, has a high burden to overcome. *In re Yashar*, 713 A.2d 787, 790 (R.I. 1998). Furthermore, the appearance of impropriety alone is “too slender a reed on which to rest a disqualification order except in the rarest of cases.” *Olivier v. Town of Cumberland*, 540 A.2d 23, 27 (R.I. 1988) (internal quotation omitted). When considering the disqualification of counsel, courts must balance a party’s right to choose its counsel against the need to protect the integrity of the judicial process. *Buonanno v. Village at Waterman Lake L.P.*, No. PC-2006-5797, 2010 WL 2024916, at *6 (R.I. Super. May 17, 2010). Furthermore, motions to disqualify are viewed with disfavor. *Jacobs v. Eastern Wire Products Co.*, No. PB-2003-1402, 2003 WL 21297120, at *2 (R.I. Super. May 7, 2003). In analyzing a motion to disqualify, courts begin by determining whether counsel has violated a rule of professional conduct. *See, e.g., Audette v. WD*

& Associates, Inc., No. PC-2021-03737, 2021 WL 5492866, at *3 (R.I. Super. Oct. 29, 2021); *Quinn v. Yip*, No. KC-2015-0272, 2018 WL 3613145, at *3 (R.I. Super. July 20, 2018).

III

Analysis

Plaintiff is seeking to disqualify Attorneys Lynch and Nakasian based on their alleged violations of Rules 1.9 and 1.18 of the Rhode Island Rules of Professional Conduct. She is also seeking to disqualify their respective law firms based on alleged violations of Rule 1.10 of the Rhode Island Rules of Professional Conduct.

A

Rule 1.9: Duties to Former Clients

Plaintiff argues that the continued representation of Defendant in this action by Attorney Lynch and Attorney Nakasian violates Rule 1.9. Rule 1.9 states in pertinent part:

“A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person’s interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.” Sup. Ct. R. Prof. Conduct 1.9(a).

To establish a violation of Rule 1.9, Plaintiff must demonstrate that: (1) she was a former client; (2) the current action is substantially related to the prior representation; and (3) Defendant’s interests in this matter are materially adverse to Plaintiff’s interests. *See* Sup. Ct. R. Prof. Conduct 1.9; *Audette*, 2021 WL 5492866, at *3. A former client is one who formed an attorney-client relationship with the attorney against whom they are asserting a conflict. *Ageloff v. Noranda, Inc.*, 936 F. Supp. 72, 75 (D.R.I. 1996). The Court therefore must first examine whether the interactions

between Plaintiff and Attorney Lynch and Attorney Nakasian, respectively, were sufficient to establish an attorney-client relationship.

An attorney-client relationship is contractual in nature. *Church v. McBurney*, 513 A.2d 22, 24 (R.I. 1986). Consequently, the relationship generally arises from an agreement between the parties, but where no express agreement is made, it may be implied by the parties' conduct. *DiLuglio v. Providence Auto Body, Inc.*, 755 A.2d 757, 766 (R.I. 2000). The existence of such a relationship is a "particularly fact-driven inquiry." *Credit Union Central Falls v. Groff*, 966 A.2d 1262, 1270 (R.I. 2009).

Here, because there is no express agreement between Attorney Lynch and Plaintiff or Attorney Nakasian and Plaintiff, the Court must analyze whether an attorney-client relationship may be implied. An attorney-client relationship may be implied where "the advice and assistance of the attorney are sought and received in matters pertinent to the attorney's profession as a lawyer" *See, e.g., DiLuglio*, 755 A.2d at 766; *State v. Cline*, 122 R.I. 297, 309, 405 A.2d 1192, 1199 (1979). In determining whether an implied attorney-client relationship is established, courts consider many factors, including whether the client: "(1) affirmatively sought individualized legal advice; (2) expressed his belief that the attorney represented him as an individual to the attorney; (3) received legal advice from the attorney on issues individual to him; (4) told others that the attorney represented him; (5) personally paid for the attorney's services at issue and/or (6) sought separate counsel when a dispute arose" *Furtado v. Oberg*, No. 15-312-JJM-LDA, 2019 WL 430893, at *3 (D.R.I. Feb. 4, 2019) (internal citations omitted).

To demonstrate that a client affirmatively sought individualized legal advice, the client must point to a concrete communication explicitly seeking representation or individualized legal advice. *International Strategies Group, Ltd. v. Greenberg Traurig, LLP*, 482 F.3d 1, 8 (1st Cir.

2007) (finding no attorney-client relationship where the plaintiff provided no evidence that they explicitly requested legal representation from the attorney). Further, a client's subjective belief that an attorney represents them and has become their lawyer is insufficient to establish an attorney-client relationship. *Rhode Island Depositors Economic Protection Corp. v. Hayes*, 64 F.3d 22, 27 (1st Cir. 1995). Rather, the belief must be objectively reasonable under the totality of the circumstances. *Sheinkopf v. Stone*, 927 F.2d 1259, 1265-66 (1st Cir. 1991); *see also Lahn v. Vaisbort*, 369 P.3d 85, 93 (Or. Ct. App. 2016) (holding that an alleged client's belief was not objectively reasonable where the attorney told her that she did not represent her and encouraged her to seek independent counsel). In addition, courts examine the context in which an attorney provides services because "[h]uman beings routinely wear a multitude of hats." *See Sheinkopf*, 927 F.2d at 1265; *see also Fogarty v. Palumbo*, 163 A.3d 526, 541 (R.I. 2017) (holding that drafting an agreement was not providing legal services when the agreement was drafted pursuant to attorney's role as the buyer in the transaction).

A person may reveal a lack of intent to form an attorney-client relationship by failing to identify an attorney as their own. *See Ageloff*, 936 F. Supp. at 75; *Fogarty*, 163 A.3d at 541. While the factor of payment is not determinative, failure to pay for services also may indicate the lack of an attorney-client relationship. *Ageloff*, 936 F. Supp. at 75. Finally, a person's retention of independent counsel as soon as a dispute arises reveals that the person did not consider themselves already represented. *See id.* Here, Plaintiff has alleged three instances with Attorney Lynch and one instance with Attorney Nakasian in which an attorney-client relationship was established with Plaintiff. The Court will address each of these instances in turn.

Attorney Lynch: Termination of Alimony Case

The first instance that Plaintiff points to as establishing an implied attorney-client relationship with Attorney Lynch relates to a termination of alimony petition that was filed in the Family Court on behalf of Defendant against his former spouse, Diane. Plaintiff argues that during this action, Attorney Lynch learned confidential information regarding Plaintiff's personal finances. (Pl.'s Resp. Mem. to Def.'s Obj. & Mem. (Pl.'s Reply) 2.)

Plaintiff testified that during the preparation of Defendant's petition to terminate alimony, she accompanied Defendant to meetings with Attorney Lynch and aided in answering interrogatories. (Sept. 13 Tr. 21:11-18; 23:2-8.) Furthermore, Plaintiff testified that she participated in a telephone conference between herself, Attorney Lynch, Mr. St. Onge (the couple's financial advisor), and Defendant. *Id.* at 20:3-6. During this conference, the couples' joint finances, Defendant's individual finances, Plaintiff's individual finances, Plaintiff's business finances, and the couple's taxes were all discussed extensively. *Id.* at 20:9-18. Plaintiff testified that her finances were discussed during these conferences because her contributions to the marital estate were a factor in Defendant's petition to terminate alimony. *Id.* at 20:23-21:10.

After a subpoena was issued to Plaintiff for a deposition in connection with Defendant's petition to terminate alimony, Attorney Lynch testified that he clearly informed her that he could not represent her in the matter. *Id.* at 22:3-5; Sept. 22 Tr. 15:1-4. He further advised her to obtain separate counsel. (Sept 22 Tr. 15:1-4.) Plaintiff retained attorney James Bigos who filed a motion to quash the subpoena on her behalf. (Sept. 13 Tr. 24:7-10.) Attorney Lynch acknowledged that he spoke with Plaintiff about the subpoena, and that he invoiced his work as "Telephone conference with Laurie." *See* Sept. 22 Tr. 14:24-15:4; Pl.'s Ex. 18. In addition, when Attorney

Bigos agreed to represent Plaintiff, Attorney Lynch updated him on the travel of the case, and Plaintiff brought Attorney Bigos the hard copy case file from Attorney Lynch's office. (Sept. 22 Tr. 16:14-22; Sept. 13 Tr. 25:2-12.) Attorney Lynch maintains that all of his communications with Attorney Bigos and Plaintiff regarding Plaintiff's subpoena were on behalf of Defendant, his client. (Pl.'s Ex. 12 ¶¶ 12-13.)

i

Disclosure of Financial Information

The disclosure of potentially private information to an attorney does not, without more, establish an attorney-client relationship. *See DiLuglio*, 755 A.2d at 766. Attorney Lynch clearly represented Defendant in the Petition to Terminate Alimony. Although Plaintiff discussed her finances with Attorney Lynch, those discussions were necessary and appropriate to Defendant's Petition to Terminate Alimony because Plaintiff's contribution to the couple's marital estate was a factor to be considered. There is no evidence that Plaintiff sought legal advice from Attorney Lynch regarding her finances. Rather, any discussion regarding Plaintiff's personal finances related to the factors considered by the Family Court during Defendant's Petition to Terminate Alimony.

ii

Attending Meetings About Defendant's Petition to Terminate Alimony

Although Plaintiff attended meetings and was involved in the litigation of Defendant's Petition to Terminate Alimony, involvement in litigation brought by another is not conclusive evidence of an attorney-client relationship. *See Furtado*, 2019 WL 430893, at *4. Plaintiff participated in meetings with Defendant and Attorney Lynch for purposes of assisting in the preparation of the termination of alimony proceedings and assisting in the establishment of a

factual basis for the petition, not for the purpose of receiving legal assistance for herself. (Sept. 13 Tr. 20:23-21:10.) The record is void of evidence that Plaintiff sought any legal advice from Attorney Lynch during these meetings. *See Furtado*, 2019 WL430893, at *3-4.

iii

Work on the Subpoena

During the course of the petition to terminate alimony, Plaintiff was served with a subpoena to testify at a deposition. Although Attorney Lynch did speak to Plaintiff about the subpoena, the record clearly indicates that Attorney Bigos represented Plaintiff in formulating her response to the subpoena as well as in Plaintiff's subsequent motion to quash the subpoena. The fact that Attorney Lynch consulted with Attorney Bigos and was the conduit to transfer the case file from Attorney Lynch's office is of no consequence and does not establish an attorney-client relationship between Attorney Lynch and Plaintiff.

Attorney Lynch communicated with Attorney Bigos and Plaintiff regarding the subpoena in the context of his representation of Defendant. *See Fogarty*, 163 A.3d at 541. Further, when Plaintiff was subpoenaed, Attorney Lynch correctly advised her that he could not be engaged as her attorney. Therefore, it was not objectively reasonable for Plaintiff to believe Attorney Lynch represented her in Defendant's Petition to Terminate Alimony. Finally, there is no evidence that Plaintiff identified Attorney Lynch as her attorney at any point during that proceeding. For the foregoing reasons, this Court concludes that Plaintiff has failed to establish that an attorney-client relationship with Attorney Lynch was implied during Defendant's Petition to Terminate Alimony.

Attorney Lynch: Cyberstalking Matter

The second instance that Plaintiff points to as establishing an attorney-client relationship with Attorney Lynch involves Defendant's estranged daughter, Candace Cronan (Candace)¹, and Plaintiff's efforts to end what she perceived to be Candace's cyberstalking. In May 2019, Candace began monitoring Plaintiff on social media. (Sept. 13 Tr. 30:10-18.) Attorney Lynch testified that, in response, Defendant asked him to write a cease-and-desist letter for Plaintiff. (Sept. 22 Tr. 25:3-12.) Plaintiff maintains that she alone approached Attorney Lynch and asked him what she could do about Candace's harassment. (Sept. 13 Tr. 29:18-22.) She brought Attorney Lynch a series of printouts from LinkedIn and from Plaintiff's business website showing that Candace was accessing the sites from her employer's computer. *Id.* at 30:3-18. In response, Attorney Lynch drafted and sent a cease-and-desist letter to Candace's employer on May 3, 2019. *Id.* at 34:13-23; Pl.'s Ex. 4. In the letter, Attorney Lynch identified Plaintiff as his "client." (Sept. 13 Tr. 33:21-22.) The evidence shows there were two entries on Attorney Lynch's bill indicating he conferred with Plaintiff in May 2019: once on May 6, 2019 and once on May 20, 2019. *See id.* at 37:1-6. Although Attorney Lynch testified that he does not recall billing for the letter, since he was just "doing [Defendant] a favor," he also testified that "it would make sense" that the bill on May 6, 2019 would refer to work relating to the cease-and-desist letter. (Sept. 22 Tr. 26:17-20; 27:16-17.) Attorney Lynch's invoice was paid from the couple's joint bank account. (Sept. 13 Tr. 36:24-25.)

¹ For the sake of clarity, the Court will refer to Candace Cronan using her first name. The Court means no disrespect by this reference.

Attorney-Client Relationship

In the cyberstalking matter, Plaintiff has demonstrated that she affirmatively “sought and received” legal assistance from Attorney Lynch. His discussions with Plaintiff, coupled with the preparation and mailing of the cease-and-desist-letter, establish such a relationship. *See DiLuglio*, 755 A.2d at 766.

It was established that Plaintiff requested legal assistance when she presented Attorney Lynch with her circumstances and asked for his legal opinion about how she might proceed. *See State v. von Bulow*, 475 A.2d 995, 1005 (R.I. 1984). Further, Plaintiff *received* legal assistance when Attorney Lynch drafted and sent cease-and-desist letters to Candace and her employer. *See Attorney Grievance Commission of Maryland v. Shepard*, 119 A.3d 765, 781 (Md. 2015) (holding that an attorney who wrote cease-and-desist letters on behalf of multiple people acted as their attorney). In the letter, Attorney Lynch identified himself as Plaintiff’s attorney by referring to her as his “client.” Although there is a dispute regarding the payment of Attorney Lynch for his services, an implied attorney-client relationship can be formed without compensation. *See Cincinnati Bar Association v. Hauck*, 69 N.E.3d 719, 725 (Ohio 2016). Plaintiff is therefore a former client of Attorney Lynch in regard to the cyberstalking matter.

Substantially Related Matter

Once a court has determined the existence of an attorney-client relationship, the court next examines whether the present action is substantially related to the prior legal representation. Sup. Ct. R. Prof. Conduct 1.9. The test for determining whether a matter is substantially related is whether the relationship between the issues is “patently clear” or whether the issues are “identical”

or “essentially the same.” *Brito v. Capone*, 819 A.2d 663, 665 (R.I. 2003) (internal quotation omitted). The court thus considers whether the underlying issues are similar in both cases and whether counsel received information during the first case that would disadvantage their former client in the present case. *See id.*

Here, the cyberstalking matter and the present action, sounding in assault, battery, and false imprisonment, are not substantially related. Absolutely no similarities exist between the matters. The cyberstalking matter did not concern Defendant, rather it concerned his estranged daughter’s online monitoring of Plaintiff’s LinkedIn profile and business website. In contrast, the present matter concerns Defendant’s alleged physical abuse in the parties’ home.² Consequently, the two actions are dissimilar, not “identical” or “essentially the same.” *See Brito*, 819 A.2d at 665. Further, the record is void of evidence that Plaintiff revealed information in connection with the cyberstalking matter that would disadvantage her in the present action. Plaintiff testified that she told Attorney Lynch about Candace’s harassment and how it impacted Plaintiff’s business. This information certainly will not disadvantage Plaintiff in the present action because it is irrelevant to whether Defendant physically assaulted Plaintiff. Consequently, although Attorney Lynch represented Plaintiff in the cyberstalking matter, his representation of Defendant in the present matter is not prohibited by Rule 1.9 because the instant action is not substantially related.

3

Attorney Lynch: Plaintiff and Defendant’s Divorce

The third instance that Plaintiff alleges gave rise to an implied attorney-client relationship with Attorney Lynch involves her divorce from Defendant. Plaintiff testified that in July 2019,

² Although Plaintiff has alleged that Defendant also began physically abusing her in 2019, there is no indication on the record that Candace’s cyberstalking was in any way connected to the deterioration of her father’s marriage.

she and Defendant reached an oral agreement as to the division of marital assets. (Sept 13 Tr. 40:6-16.) The parties agreed to ask Attorney Lynch to memorialize their agreement in writing to save money on attorneys' fees. *Id.* at 38:18-23; 40:11-12. However, it is clear from the record that neither Plaintiff nor Defendant communicated this oral agreement to Attorney Lynch. *See id.* at 40:20-24. Rather, between July 2019 and February 2020, the parties attempted to reconcile. *Id.* at 40:20-41:7. The reconciliation failed. *Id.* at 41:5-8. Consequently, in May 2020, Defendant contacted Attorney Lynch for the purpose of engaging his legal services. *See id.* at 42:11-43:16.

It is also clear from the record that on or about June 1, 2020, Attorney Lynch spoke with Plaintiff concerning the parties' desire to obtain a divorce. *See id.* at 43:2-16; Sept. 22 Tr. 29:3-6. Plaintiff testified that during this phone call, Attorney Lynch conveyed his understanding from Defendant that the parties desired that he reduce their property settlement agreement to writing and file the paperwork for an uncontested divorce. (Sept. 13 Tr. 43:8-16.) However, it was Attorney Lynch's understanding that Defendant and Plaintiff would negotiate the agreement between each other, not that the parties had already agreed on a property settlement. *See* Sept. 22 Tr. 34:6-19. Attorney Lynch further testified that during the June 1, 2020 phone call, he *explicitly* informed Plaintiff that he could only represent *Defendant* in the divorce, and that, although it was not required, she should obtain independent legal counsel. (Pl.'s Ex. 12 ¶ 24.)

At some point in June 2020,³ Plaintiff testified that she spoke to Attorney Lynch. (Sept. 13 Tr. 44:16-20.) During that conversation, the Plaintiff testified that she hesitated on telling Attorney Lynch about the specifics of her husband's abuse. *Id.* at 44:16-20. Nevertheless, she maintains

³ It is unclear whether this conversation also occurred during Plaintiff and Attorney Lynch's June 25, 2020 phone call or if it occurred during a separate June 2020 phone call. Plaintiff recalled the conversation occurring in a separate phone call, but she could not recall the date, *see* Sept. 13 Tr. 44:7-20; 45:23-24, while Attorney Lynch was asked whether he learned of Plaintiff's allegations of abuse in connection with their June 25 phone call. *See* Sept. 22 Tr. 30:7-13.

that after she asked Attorney Lynch, “it’s attorney-client privilege, right,” and Attorney Lynch agreed, she told him about her husband’s abuse and pornography addiction in detail. *Id.* at 44:16-45:7. Attorney Lynch does not recall the details of the conversation and specifically does not recall Plaintiff telling him about Defendant’s physical abuse. (Sept. 22 Tr. 30:7-8; 31:5-7.) Instead, Attorney Lynch testified that he learned of Plaintiff’s abuse allegations during the discovery phase of the litigation through Plaintiff’s requests for admission. *Id.* at 30:22-25.

On June 25, 2020, Attorney Lynch and Plaintiff spoke again on the telephone. (Sept. 13 Tr. 48:23-49:17.)⁴ Plaintiff testified that she told Attorney Lynch that she wished to proceed as the plaintiff in the divorce, and asked Attorney Lynch to provide her with the requisite Family Court forms. (Def.’s Obj. to Pl.’s Mot. to Disqualify Counsel (Def.’s Mem.) Ex. A ¶¶ 35-36; Pl.’s Ex. 12 ¶¶ 35-36.) Plaintiff also testified that during that telephone call she informed Attorney Lynch of the settlement terms to which she maintains Defendant had orally agreed. (Sept. 13 Tr. 46:18-47:25.) Attorney Lynch testified that he did not recall the specifics of the June 25, 2020 telephone conversation with Plaintiff. (Sept. 22 Tr. 30:5-9.) However, he did testify that sometime in June Plaintiff informed him that she would be representing herself *pro se* in the divorce and informed Attorney Lynch of her settlement demands, which he wrote down in order to relay to Defendant. *Id.* at 57:18-58:8. Attorney Lynch further testified that Plaintiff’s settlement demands far exceeded what he believed to be appropriate. *Id.* at 35:21-36:7.

Nevertheless, Attorney Lynch contacted Defendant, advised him of Plaintiff’s desire to proceed as the moving party, and asked Defendant if he agreed with this arrangement. (Sept. 22

⁴ In Plaintiff’s Disciplinary Board complaint, she asserted that this phone call occurred on June 24, 2020, *see* Def.’s Mem. Ex. A ¶ 35, but during the evidentiary hearing she testified that the phone call in which she disclosed her settlement terms occurred on June 25, 2020. *See* Sept. 13 Tr. 55:19-25.

Tr. 46:17-21.) Defendant agreed. *Id.* at 48:1-5. Consequently, on June 29, 2020, Attorney Lynch sent an e-mail to Plaintiff that included the relevant Family Court forms, with the text, “Laurie, these are the forms we are ready to file. Please let me know, Bill.” (Sept. 13 Tr. 51:16-20.) Attorney Lynch’s assistant had prepared the forms indicating that Plaintiff was the plaintiff, as well as including information regarding the parties’ date of marriage, the grounds for divorce, a request that the matter be placed on the nominal calendar, a request that Plaintiff resume her maiden name, and an attached Exhibit A that listed the requested relief. *See* Sept. 22 Tr. 45:7-9; Pl.’s Ex. 8. The forms also included two entry of appearance forms: one listing Attorney Lynch as the plaintiff’s attorney⁵ and the other listing Plaintiff as the *pro se* plaintiff. (Sept. 13 Tr. 51:21-53:11.) Plaintiff maintains that she did not see the entry of appearance form listing her as a *pro se* litigant until a week later because the *pro se* entry of appearance was in a separate attachment. *See id.* at 52:21-53:14. However, Plaintiff acknowledges that she knew *pro se* meant representing oneself. *Id.* at 53:21-24. Attorney Lynch contends that the entry of appearance form listing him as the plaintiff’s counsel was mistakenly included by his assistant because it typically went with such forms. (Sept. 22 Tr. 46:3-47:9.)

Plaintiff responded to the e-mail thanking Attorney Lynch for the forms and correcting the spelling of her name in one of the e-mail attachments. (Pl.’s Ex. 7.) She also asked Attorney Lynch if they could schedule a time for her to meet with him to discuss the “printout [they] discussed [the previous] Thursday,” suggesting a July 3, 2020 meeting. *Id.* Attorney Lynch testified that “printout” referred to a “written document setting forth all of the terms and conditions that [Plaintiff] and [Defendant] had negotiated between the two of them,” that he believed the parties

⁵ The entry of appearance form did not list Attorney Lynch as “Attorney for Laurie A. Cronan,” but rather listed him as the “Attorney for the Plaintiff,” and Ms. Cronan was listed as the plaintiff in the attached divorce complaint. *See* Pl.’s Ex. 8.

would complete by July 3, 2020. (Sept. 22 Tr. 57:11-14.) As such, Plaintiff testified that Attorney Lynch responded that he “anticipated showing [Defendant] [the] proposal first.” (Sept. 13 Tr. 57:11-16.)

During this timeframe, Attorney Lynch also spoke with Defendant, who was getting anxious about the divorce. (Sept. 22 Tr. 61:18-24.) Defendant asked that Attorney Lynch give Plaintiff through the next week to file the complaint *pro se*. *Id.* Defendant further requested that if Plaintiff did not file, then Attorney Lynch should file the complaint on Defendant’s behalf. *Id.*

At some point during the week leading up to July 4, 2020, Attorney Lynch spoke with Defendant and determined that he and Plaintiff were unable to reach an agreement. *Id.* at 36:12-22. Thereafter, Attorney Lynch and Plaintiff had another phone conversation. (Sept. 13 Tr. 60:10-14.) They disagree as to the topic of their conversation. *Compare* Sept. 13 Tr. 60:10-14 *with* Pl.’s Ex. 12 ¶¶ 36-37. Attorney Lynch testified that around that time he informed Plaintiff of Defendant’s rejection of her settlement demand. (Pl.’s Ex. 12 ¶¶ 36-37.) He stressed to Plaintiff that she should hire her own counsel, suggesting that she retain Attorney Bigos. *Id.* ¶ 37. Nevertheless, Attorney Lynch testified that, at that point in the conversation, Plaintiff began to blame him for ruining her settlement with Defendant. *Id.* Plaintiff and Attorney Lynch did not meet on July 3, 2020 after that phone call due to the failed attempt at agreement. (Sept. 22 Tr. 49:5-16.)

Plaintiff, on the other hand, testified that she spoke with Attorney Lynch the week of July 4, 2020 to ask him if he advised Defendant not to accept the July 2019 oral property settlement which Attorney Lynch denied. (Sept. 13 Tr. 60:10-14.) However, Plaintiff could not clearly explain why the July 3, 2020 meeting never occurred. When asked why the July 3, 2020 meeting did not occur, Plaintiff testified that she did not meet with Attorney Lynch on *July 3, 2020* because

her husband told her on *July 4*, 2020 that he would not abide by the agreement. *See id.* at 58:25-59:24.

Plaintiff testified that on July 4, 2020, she spoke with Defendant about moving forward with the nominal divorce. (Sept. 14 Tr. 24:6-11.) She recalled that, at that time, Defendant conveyed that he would not agree to an equal split of all assets because Attorney Lynch told him that he may be entitled to more. *Id.* at 24:11-25. Plaintiff testified that she then informed Defendant that if he did not agree to an equal split of all assets then she would contest the divorce. *Id.* Plaintiff therefore urged Defendant to proceed with the nominal divorce in order to save money on attorneys' fees. *Id.*

On July 7, 2020, Attorney Lynch filed a complaint for divorce on Defendant's behalf. (Sept. 22 Tr. 61:25-62:5.) Nearly a week later, Plaintiff sent Defendant an e-mail asking, "What's going on? Has [Attorney Lynch] put our 50/50 oral agreement down in writing which was all he was supposed to be doing from the start for us both to sign and him to file?" (Sept. 14 Tr. 2:23-3:2.) Attorney Lynch subsequently sent Plaintiff an e-mail explaining that he had filed a complaint for divorce on behalf of her husband and that she would be served in person by a constable. (Sept. 13 Tr. 61:13-21.) In the letter attached to the e-mail, Attorney Lynch acknowledged that he and Plaintiff had discussed her desire to be the one to file the complaint, but he explained that Defendant had requested that Attorney Lynch file on his behalf. *Id.* at 63:3-9. After receiving this letter, Plaintiff immediately hired Attorney Timothy Conlon to represent her in the divorce. *Id.* at 66:10-14.

It is clear that Attorney Lynch was not engaged as counsel to represent Plaintiff. The record is void of evidence that Plaintiff ever paid Attorney Lynch during the spring or summer of 2020.

Further, although it is Attorney Lynch's practice to obtain an engagement letter for each new client, he never obtained an engagement letter from Plaintiff. (Sept. 22 Tr. 63:2-16.)

With respect to this instance, Plaintiff argues that Attorney Lynch represented her in the parties' divorce because she revealed information about her husband's abuse to Attorney Lynch with the understanding that the information revealed would be protected by attorney-client privilege. (Pl.'s Mem. Supp. Mot. to Disqualify (Pl.'s Mem.) 2-4.) She points to her telephone conversations with Attorney Lynch and the Family Court documents to support her contention that he represented her. (Hr'g Tr. (Oct. 4 Tr.) 34:12-35:14, Oct. 4, 2022.) Attorney Lynch counters that Plaintiff never disclosed details of her husband's abuse and that, even if she did, the information is not confidential because it was revealed during the public divorce trial. (Def.'s Mem. 23.) He further contends that Plaintiff's belief that Attorney Lynch represented her is not objectively reasonable because Attorney Lynch told her multiple times that he represented Defendant in the parties' divorce. *Id.* at 18-19.⁶

⁶ Attorney Lynch also argues that Plaintiff's motion is barred by the doctrine of *res judicata* because she previously litigated the same issue before the Rhode Island Supreme Court Disciplinary Board. (Def.'s Mem. 13-17.) However, the application of *res judicata* requires: "(1) identity of parties, (2) identity of issues, and (3) finality of judgment in an earlier action." *Reynolds v. First NLC Financial Services, LLC*, 81 A.3d 1111, 1115 (R.I. 2014) (internal quotation omitted). In determining the identity of issues, the Rhode Island Supreme Court has adopted the transactional rule which provides that "all claims arising from the same transaction or series of transactions which could have properly been raised in a previous litigation are barred from a later action." *Shannahan v. Moreau*, 202 A.3d 217, 228 (R.I. 2019) (quoting *Bossian v. Anderson*, 991 A.2d 1025, 1027 (R.I. 2010)). Plaintiff's current claim, that Attorney Lynch should be disqualified from representing Defendant in the instant matter, could not have been litigated in either of the previous Disciplinary Board proceedings because Plaintiff had not yet instigated the current action. Therefore, the Disciplinary Board's determination that Attorney Lynch's representation of Defendant in the *divorce proceeding* did not violate the Rules of Professional Conduct, does not bar this Court from considering whether Attorney Lynch's representation of Defendant in the *instant suit* violates the Rules of Professional Conduct.

Revealing Confidential Information About Her Husband's Abuse

There is contradictory testimony regarding whether Plaintiff revealed confidential information to Attorney Lynch. Notwithstanding, an attorney cannot be disqualified solely based on the revelation of confidential information when the information has subsequently become public, because such information no longer imparts a tactical advantage. *See Polyagro Plastics, Inc. v. Cincinnati Milacron, Inc.*, 903 F. Supp. 253, 258 (D.P.R. 1995). Even if Plaintiff disclosed details of Defendant's abuse, this Court determines that the information is no longer confidential because those facts were revealed publicly during the parties' divorce trial. *See* Sept. 22 Tr. 73:13-23; *see also Cronan v. Cronan*, No. PC-2020-2673, May 3, 2022, Ballirano, Mag. Furthermore, Plaintiff's subjective belief that her disclosure would be protected by attorney-client privilege is not objectively reasonable. The reliable, credible evidence on this record established that Attorney Lynch informed her that he could not represent her and that he encouraged her to obtain independent representation. *See* Sept. 22 Tr. 31:23-32:10.; *see also Lahn*, 369 P.3d at 93.

Telephone and E-Mail Conversations

Plaintiff and Attorney Lynch's discussion of Plaintiff's settlement terms do not establish legal representation of the Plaintiff. This record indicates that Attorney Lynch has consistently acted as Defendant's counsel. On June 25, 2020, when Plaintiff communicated her settlement terms to Attorney Lynch, he recorded the terms only to convey them to Defendant. This action clearly demonstrates that he was acting as Defendant's counsel, not Plaintiff's counsel. *See Fogarty*, 163 A.3d at 541 (holding that an attorney who wrote a contract was not the seller's attorney because he wrote it in the context of his role as the buyer, the opposing party).

Furthermore, when Plaintiff requested a meeting on July 3, 2020 for the purpose of discussing settlement terms, Attorney Lynch made clear that he “anticipated showing [Defendant] [the] proposal first.” (Sept. 13 Tr. 57:11-16.) Plaintiff’s communications with Attorney Lynch were clearly limited to the preparation of an agreement. It was the Plaintiff that was negotiating a settlement with her husband. Attorney Lynch, as Defendant’s attorney, was the conduit of the discussion. The Plaintiff did not consult with Attorney Lynch for the purpose of the settlement. She was not provided with legal advice by Attorney Lynch. In fact, the record is void of testimony that she either sought or received legal advice during these telephone conversations.

iii

Sending the Family Court Documents

Attorney Lynch sent Plaintiff the requisite Family Court forms for her to file a nominal complaint for divorce. Attorney Lynch did so with Defendant’s consent that Plaintiff act as the moving party and with the understanding that the parties were negotiating a settlement agreement. Therefore, Attorney Lynch, like the attorney in *Fogarty*, prepared forms and sent them to Plaintiff in the context of his representation of the opposing party. *See Fogarty*, 163 A.3d at 541. Furthermore, Plaintiff’s subjective belief that the forms indicated that Attorney Lynch represented her is not objectively reasonable. Although Attorney Lynch sent her a form that inadvertently identified him as her counsel, he also sent her a form that identified her as a *pro se* plaintiff. Plaintiff understood that *pro se* meant representing oneself, and therefore it was not reasonable for her to believe that Attorney Lynch represented her. Further, her claim that she never saw the e-mail attachment, despite seeing and reading the other attachments in the e-mail, is not credible.

Plaintiff's Representations to Others

There is nothing in this record to suggest that Plaintiff represented to others that she was represented by Attorney Lynch during the parties' divorce. The lack of evidence on this point is clearly indicative of Plaintiff's lack of intent to form an attorney-client relationship. *See Ageloff*, 936 F. Supp. at 75. Although Plaintiff represented to the Disciplinary Board that Attorney Lynch represented her, she did not make similar representations to others involved in the parties' divorce. *See Fogarty*, 163 A.3d at 541 (finding that an attorney did not represent the alleged clients when they never told parties integral to the underlying contract that the attorney represented them). In contrast, when e-mailing Defendant about the divorce, she did not identify Attorney Lynch as her counsel; rather, she described him as a neutral party who was simply meant to reduce their agreement to writing. (Sept. 14 Tr. 2:23-3:2.) Even when Defendant informed Plaintiff that Attorney Lynch gave him advice regarding the parties' divorce, Plaintiff did not ask Defendant why he was conferring with her attorney. *Id.* at 24:6-25. Rather, she continued to express her desire to save money by filing a nominal divorce. *Id.* Plaintiff's representations to others involved in the divorce clearly demonstrate that she did not consider Attorney Lynch to be her attorney.

Finally, the record contains no evidence that Plaintiff paid Attorney Lynch during the spring or summer of 2020. Additionally, when Defendant filed for divorce, Plaintiff immediately sought independent counsel. Overall, Plaintiff has failed to establish that she is a former client of Attorney Lynch because their conduct between May and August of 2020 does not imply an attorney-client relationship. This Court therefore determines that Attorney Lynch's representation of Defendant in this matter is not prohibited by Rule 1.9.

Attorney Nakasian: Financial Advisor Suit

In January 2022, Plaintiff e-mailed Attorney Nakasian to engage her as an attorney in a suit against her financial advisors. (Sept. 14 Tr. 5:24-6:14.) Attorney Nakasian responded by informing Plaintiff that she would need her full name, her husband's full name, and the names of any potentially adverse parties in order to conduct a conflict check. *Id.* at 8:5-15. Plaintiff provided the names and urged Attorney Nakasian to keep her communications confidential. *Id.* at 9:2-4. Attorney Nakasian responded that the firm was bound to maintain the confidentiality of the check. *Id.* at 10:8-10. Attorney Nakasian conducted a conflict check using Plaintiff's name, Defendant's name, the financial institution's name, and the financial advisor's name. (Oct. 4 Tr. 16:20-17:6.) After Plaintiff's matter passed the conflict check, Attorney Nakasian e-mailed Plaintiff, asking her to schedule a phone call and informing Plaintiff that if she wanted to proceed with an engagement, Attorney Nakasian would forward her an engagement letter and require a retainer. (Sept. 14 Tr. 10:18-25.)

Attorney Nakasian subsequently spoke with Plaintiff concerning the potential engagement. *Id.* at 11:10-13. Attorney Nakasian and Plaintiff both testified that, at some point during their twenty-three-minute conversation, Plaintiff mentioned Attorney Lynch as a potential adversary. *Id.* at 12:20; 14:1-11; Oct. 4 Tr. 22:17-23:14. It is not disputed that immediately after Plaintiff mentioned Attorney Lynch, Attorney Nakasian advised the Plaintiff that she could not represent her. (Sept. 14 Tr. 14:1-11; Oct. 4 Tr. 22:17-23:14.) Plaintiff maintains that she mentioned Attorney Lynch's name *after* she told Attorney Nakasian about "[her] divorce, the reasons why [she] had to divorce [Defendant], [Defendant's] addictions, [and Defendant's] abuse of [her]." (Sept. 14 Tr. 12:23-13:1.) In contrast, Attorney Nakasian testified that Plaintiff mentioned Attorney Lynch very

early in the conversation. (Oct. 4 Tr. 22:17-23:14.) After Plaintiff's mention of Attorney Lynch, Attorney Nakasian clearly conveyed that she could not represent Plaintiff and offered to refer her to other attorneys. *Id.* at 23:6-14. Attorney Nakasian and Plaintiff did not speak further, but Attorney Nakasian does acknowledge that Plaintiff was a prospective client as a result of their conversation. *Id.* at 25:9-13.

Plaintiff argues that she and Attorney Nakasian formed an attorney-client relationship after a confidential conversation concerning her husband's abuse. (Pl.'s Mem. 4-5.) Attorney Nakasian counters that although Plaintiff and Attorney Nakasian spoke about *potentially* entering into an attorney-client relationship, no such relationship arose. (Def.'s Mem. 21.) Attorney Nakasian clearly indicated that if Plaintiff wanted to engage her, Attorney Nakasian would send Plaintiff an engagement letter and would require a retainer, but neither of those conditions occurred. *Id.*

Here, although Plaintiff *sought* legal advice, she never *received* any legal advice or services from Attorney Nakasian. *See DiLuglio*, 755 A.2d at 766. Further, it would be unreasonable for Plaintiff to believe that Attorney Nakasian represented her because Plaintiff neither paid Attorney Nakasian a retainer nor received an engagement letter, both of which she knew were required to proceed with representation. Consequently, Plaintiff and Attorney Nakasian did not conduct themselves in a way that implies an attorney-client relationship. This Court therefore concludes that Attorney Nakasian's representation of Defendant in the instant action does not violate Rule 1.9.

B

Rule 1.18: Duties to Prospective Clients

Plaintiff next argues that Attorneys Lynch and Nakasian should be disqualified on the ground that their representation of Defendant violates Rule 1.18 of the Rhode Island Rules of

Professional Conduct. Plaintiff argues that Attorneys Lynch and Nakasian learned information that could be significantly harmful to her because she told them about her husband's abuse. Attorneys Lynch and Nakasian argue that their representation of Defendant does not violate Rule 1.18 because neither of them received information that will significantly harm Plaintiff in the instant case.

Rule 1.18 provides that an attorney who has discussions with a prospective client "shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the lawyer received information from the prospective client that could be *significantly harmful* to that person in the matter" Sup. Ct. R. Prof. Conduct 1.18(c) (emphasis added). The threshold issue is thus whether Plaintiff was a prospective client of either Attorney Lynch or Attorney Nakasian. Here, Attorney Nakasian admitted that Plaintiff was her prospective client. (Oct. 4 Tr. 25:9-13.) Therefore, the Court will examine whether Plaintiff was a prospective client of Attorney Lynch.

A prospective client is "[a] person who discusses with a lawyer the possibility of forming a client-lawyer relationship with respect to a matter" Sup. Ct. R. Prof. Conduct 1.18(a). However, a person may not unilaterally create a prospective attorney-client relationship. *See* Sup. Ct. R. Prof. Conduct 1.18 cmt. 2. If a person conveys confidential information to an attorney "without any reasonable expectation that the lawyer is willing to discuss the possibility of forming a client-lawyer relationship, [they are] not a 'prospective client' within the meaning of [the rule]." *Id.*

Here, the record is void of evidence to suggest that Plaintiff and Attorney Lynch discussed the possibility of forming an attorney-client relationship, either in connection with the parties'

divorce or in connection with Defendant's petition to terminate alimony.⁷ Plaintiff did not become a prospective client by unilaterally sharing confidential information with Attorney Lynch, because when a person conveys information to an attorney, despite the attorney stating they cannot represent the person, they do not form a prospective client relationship with that attorney. *See Matthews v. United States*, No. 07-00030, 2010 WL 503038, at *5 (D. Guam Feb. 9, 2010). Here, Plaintiff claims that she revealed information about Defendant's abuse to Attorney Lynch after he led her to believe the information would be protected by attorney-client privilege. However, the reliable testimony on the record established that Attorney Lynch consistently conveyed to Plaintiff that he could not represent her. Consequently, this Court determines that Plaintiff was not Attorney Lynch's prospective client. Attorney Lynch's representation of Defendant is therefore not prohibited by Rule 1.18.

The Court will next consider whether Attorney Nakasian received information that will significantly harm Plaintiff in this litigation. Neither the comments to the Rules of Professional Conduct, nor Rhode Island courts, have defined the phrase "significantly harmful." However, interpreting their own rule 1.18, the Supreme Court of New Jersey held that the "information cannot be simply detrimental in general to the former prospective client, but the harm suffered must be prejudicial in fact to the former prospective client within the confines of the specific matter in which disqualification is sought" *O Builders & Associates, Inc. v. Yuna Corp. of New Jersey*, 19 A.3d 966, 976 (N.J. 2011). Consequently, disqualification is appropriate in cases where the attorney learned confidential information that is directly at issue in the case against his former

⁷ The Court need not consider whether Attorney Lynch and Plaintiff entered into a prospective client-attorney relationship in connection to the cease-and-desist letter because this Court has already concluded that Plaintiff was Attorney Lynch's *client*, rather than *prospective client*, in connection with that matter. *See* discussion *supra* Section III.A.2.

prospective client. *See id.* at 977-78; *see also Sturdivant v. Sturdivant*, 241 S.W.3d 740, 742 (Ark. 2006).

Here, Attorney Nakasian testified she does not recall Plaintiff advising her of Defendant's abuse. (Oct. 4 Tr. 25:7-8.) The Plaintiff testified to the contrary. (Sept. 14 Tr. 12:23-13:1.) However, assuming Plaintiff made these disclosures, Attorney Nakasian's representation of Defendant will not significantly harm Plaintiff because the facts allegedly disclosed are no longer confidential. Plaintiff alleges that she told Attorney Nakasian about her divorce proceedings, her husband's addictions, and her husband's abuse. *Id.* All of this information was revealed in the Complaint for the present action. Therefore, even if Attorney Nakasian was aware of this information (which this Court does not find), knowledge of such information will not grant her a tactical advantage. *See Polyagro Plastics, Inc.*, 903 F. Supp. at 258. Further, even more detailed information about the alleged abuse was revealed during Plaintiff's divorce trial in the fall of 2021. *See Cronan v. Cronan*, No. PC-2020-2673, at 39-43, May 3, 2022, Ballirano, Mag. Therefore, Attorney Nakasian's representation of Defendant is not prohibited by Rule 1.18.

C

Rule 1.10: Imputation of Conflicts of Interest

The Law Firm of WJ Lynch Law and the Law Firm of Duffy & Sweeney are also not disqualified from representing Defendant in the instant action because their continued representation of Defendant is not barred by Rule 1.10 of the Rules of Professional Conduct. Rule 1.10 provides:

“While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7 or 1.9, unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the

representation of the client by the remaining lawyers in the firm.”
Sup. Ct. R. Prof. Conduct 1.10(a).

Under Rule 1.10, the conflict of an attorney is imputed to his or her entire firm when the conflict is based on a violation of Rule 1.7 or Rule 1.9. *See id.* Here, Plaintiff has not demonstrated that representation of Defendant by either Attorney Lynch or Attorney Nakasian violates Rules 1.7 or 1.9. Consequently, there is no conflict that can be imputed to either of their respective firms.

IV

Conclusion

For the foregoing reasons, Plaintiff’s Motion to Disqualify Attorney William J. Lynch, the Law Firm of WJ Lynch Law, Attorney Stacey P. Nakasian, and the Law Firm of Duffy & Sweeney from representing Defendant John J. Cronan in the instant action is hereby **DENIED**.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: Laurie A. Cronan v. John J. Cronan

CASE NO: PC-2022-01255

COURT: Providence County Superior Court

DATE DECISION FILED: December 5, 2022

JUSTICE/MAGISTRATE: Taft-Carter, J.

ATTORNEYS:

For Plaintiff: John R. Mahoney, Esq.

For Defendant: Stacey P. Nakasian, Esq.
William J. Lynch, Esq.